

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND SAMUEL D. DEDNAM, D.M.D.**

Come now Samuel D. Dednam, D.M.D. ("Licensee") and the Missouri Dental Board ("Board") and enter into this settlement agreement for the purpose of resolving the question of whether Licensee's license as a dentist will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline the Licensee's license, and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo.

Licensee acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to present evidence on his own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against him and, subsequently, the right to a disciplinary hearing before the Board at which time he may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against his license. Being aware of these rights provided him by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this settlement agreement and agrees to abide by the terms of this document, as they pertain to him.

Licensee acknowledges that he has received a copy of the investigative report and other documents relied upon by the Board in determining there was cause to discipline his license, along with citations to law and/or regulations the Board believes was violated.

Licensee denies that his license is subject to discipline. Licensee enters into this Settlement Agreement to end this dispute, resolve this litigation, and obtain a peaceful resolution of all disputed issues. The Settlement Agreement is not an admission.

It is the position of the Board that its review of the Licensee's patients' records revealed that for several of those patients, Licensee had billed multiple lesion removal codes when only one code should be billed and

¹ All statutory references are to Missouri Revised Statutes 2000, as amended, unless otherwise indicated.

had billed for tooth extractions and gingivectomies (a procedure to surgically remove gum tissue with the goal of saving the tooth) on the same teeth on the same day.

Solely for the purposes of settling this dispute and the resulting probationary period, Licensee stipulates that the factual allegations contained in this settlement would be cause for the Board to discipline Licensee's license, numbered 012412, in accordance with the provisions of Chapters 621 and 332, RSMo.

Joint Stipulation of Fact and Conclusions of Law

1. The Missouri Dental Board ("Board") is an agency of the State of Missouri created and established pursuant to § 332.021, RSMo, for the purpose of executing and enforcing the provisions of Chapter 332.

2. Licensee, Samuel D. Dednam, D.M.D., is licensed by the Board as a dentist, License No. 012412. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

3. Licensee is the President of Senior Care Dentistry, a not for profit corporation.

4. On or about April 23, 2012, the Board received information from the Department of Social Services Medicaid Audit and Compliance Unit, stating that Respondent's Medicaid payments were being suspended due to the submission of allegedly fraudulent claims. The information from the Department of Social Services alleged that Licensee had billed multiple lesion removal codes when only one code should be billed and had billed for tooth extractions and gingivectomies on the same teeth on the same day. Licensee denies these allegations.

5. As a result of this notification, the Board began its own investigation of Respondent's billing practices.

6. As part of its investigation, the Board, through its investigator, received and reviewed the records of 22 patients and attempted to conduct a Continuing Education audit of Licensee's Continuing Education documents for the 2010-2012 reporting period.

7. Licensee failed to provide any documentation of having obtained the required Continuing Education for the 2010-2012 reporting period.

8. On Licensee's 2012-2014 renewal application, Licensee swore and affirmed under penalty of law that he obtained fifty (50) hours of Board-approved continuing education during the period of December 1, 2010, through November 30, 2012.



9. Licensee has a duty to maintain full and complete records of all approved continuing education credits earned pursuant to and as defined by 20 CSR 2110-2.240(2)(A), which states in pertinent part:

Each licensee shall retain records documenting his/her completion of the required hours of continuing education for a minimum of six (6) years after the reporting period in which the continuing education was completed. The records shall document the licensee's attendance at the continuing education course including, but not limited to, retaining the titles of the courses taken, dates, locations, receipts, course sponsors, agendas and number of hours earned.

10. Licensee's failure to obtain the required fifty (50) continuing education credits and/or maintain full and complete records of those credits is a violation of § 332.181 and of Regulation 20 CSR 2110-2.240(2).

11. Pursuant to Regulation 20 CSR 2110-2.240(5), "a violation of any provision of this rule shall be deemed by the board to constitute misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional, or any combination of these, in the performance of the functions, duties, or both, of a dentist or dental hygienist, depending on the licensee's conduct."

12. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2, RSMo, which states in pertinent part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any permit or license required by this chapter or any person who has failed to renew or has surrendered his or her permit or license for any one or any combination of the following causes:

...

(5) Incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of, or relating to one's ability to perform, the functions or duties of any profession licensed or regulated by this chapter;

...

(6) Violation of, or assisting or enabling any person to violate, any provision of this chapter, or any lawful rule or regulation adopted pursuant to this chapter[.]

Joint Agreed Disciplinary Order

Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of § 621.045.3, RSMo:



The terms of discipline shall include that the dental license, license number 012412, be placed on **PROBATION** for a period of three (3) years ("disciplinary period" or "probation"). During Licensee's probation, Licensee shall be entitled to engage in the practice of dentistry under Chapter 332, RSMo, provided he adheres to all of the terms of this Settlement Agreement.

I. EDUCATIONAL REQUIREMENTS

- A. Licensee shall earn an additional one hundred (100) hours of approved continuing education within the first eighteen (18) months following the effective date of this Agreement.
- B. These one hundred (100) hours of continuing education are in addition to those hours required by law for renewal. These additional continuing education hours cannot carry over into the next reporting period and cannot be used for any future renewal requirements.
- C. Failure to obtain the one hundred (100) hours of continuing education and submit documentation of the continuing education to the Board within the first eighteen (18) months following the effective date of this Agreement will result in a violation of the terms of discipline.
- D. Licensee shall take and pass the Board's jurisprudence examination within the first twelve (12) months of the effective date of this Agreement.

II. GENERAL REQUIREMENTS

- A. Licensee shall meet with the Board or its representatives at such times and places as required by the Board after notification of a required meeting.
- B. Licensee shall keep the Board apprised of his current home and work addresses and telephone numbers. Licensee shall inform the Board within ten days of any change of home or work address and home or work telephone number.
- C. Licensee shall comply with all provisions of the Dental Practice Act, Chapter 332, RSMo; all applicable federal and state drug laws, rules, and regulations; and all federal and state criminal laws. "State" here includes the state of Missouri and all other states and territories of the United States.
- D. During the disciplinary period, Licensee shall timely renew his license and timely pay all fees required for licensing and comply with all other board requirements necessary to maintain Licensee's license in a current and active state.
- E. If at any time during the disciplinary period, Licensee removes himself from the state of Missouri, ceases to be currently licensed under provisions of Chapter 332, or fails to advise the Board of his current place of business and residence, the time of his absence, unlicensed status, or unknown whereabouts shall not be deemed or taken as any part of the time of discipline so imposed in accordance with § 332.321.6, RSMo.
- F. During the disciplinary period, Licensee shall accept and comply with unannounced visits from the Board's representatives to monitor his compliance with the terms and conditions of this Settlement Agreement.
- G. If Licensee fails to comply with the terms of this Settlement Agreement, in any respect, the Board may impose such additional or other discipline that it deems appropriate, (including imposition of the revocation).



H. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 332, RSMo, by Licensee not specifically mentioned in this document.

III. ADDITIONAL REQUIREMENTS

A. Licensee shall not allow his license to lapse.

B. Licensee shall notify, within 15 days of the effective date of this Settlement Agreement, all hospitals, nursing homes, out-patient centers, surgical centers, clinics, and all other facilities where Licensee practices or has privileges of Licensee's disciplinary status. Notification shall be in writing and Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative.

The parties to this Agreement understand that the Missouri Dental Board will maintain this Agreement as an open record of the Board as provided in Chapters 332, 610 and 324, RSMo.

The terms of this settlement agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither this settlement agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

Licensee, together with his heirs and assigns, and his attorneys, do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof to be void or unenforceable.

If no contested case has been filed against Licensee, Licensee has the right, either at the time the settlement agreement is signed by all parties or within fifteen days thereafter, to submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the settlement agreement constitute grounds for denying or disciplining the license of the licensee. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit this request to:



Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65101.

If Licensee has requested review, Licensee and Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensee's license and issue findings of act and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee's license. Effective the date the Administrative Hearing Commission determines that the agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect. If Licensee does not request review by the Administrative Hearing Commission, the settlement agreement goes in to effect 15 days after the document is signed by the Executive Director of the Board.

LICENSEE

Samuel D Dednam, DMD
Samuel D. Dednam, D.M.D.

Date 01/08/2016

BOARD

Brian Barnett
Brian Barnett,
Executive Director
Missouri Dental Board

Date 1/13/2016

